

## Department of Agriculture

452.224-70

### MINIMUM AND MAXIMUM CONTRACT AMOUNTS (FEB 1988)

During the period specified in FAR clause 52.216-18, ORDERING, the Government shall place orders totaling a minimum of \_\_\_\_\_\*, but not in excess of \_\_\_\_\_\*.

(End of clause)

*\*Contracting Officer shall insert appropriate quantity or dollar amounts.*

### 452.216-74 Ceiling Price.

As prescribed in 416.670, insert the following clause:

#### CEILING PRICE (FEB 1988)

The ceiling price of this contract is \$\_\_\_\_\_. The Contractor shall not make expenditures or incur obligations in the performance of this contract which exceed the ceiling price specified herein, except at the Contractor's own risk.

(End of clause)

*\*Contracting Officer shall insert appropriate dollar amount.*

### 452.216-75 Letter Contract.

As prescribed in 416.603-4, insert the following clause:

#### LETTER CONTRACT (FEB 1988)

This contract replaces letter contract No. \_\_\_\_\_\* dated \_\_\_\_\_\* and all amendments thereto.

(End of clause)

*\*Contracting Officer shall insert number and date.*

### 452.219-70 Size Standard and NAICS Code Information.

As prescribed in 419.508, insert the following provision:

#### SIZE STANDARD AND NAICS CODE INFORMATION (SEP 2001)

The North American Industrial Classification System Code(s) and business size standard(s) describing the products and/or services to be acquired under this solicitation are listed below:

Contract line item(s): \_\_\_\_\_\* NAICS Code \_\_\_\_\_\* Size Standard \_\_\_\_\_\*

(End of provision)

*\*Contracting Officer shall insert the appropriate data for each contract line item in the solicitation. The data entry line*

*may be duplicated as required to describe all of the contract line items or sub-items.*

[61 FR 53646, Oct. 15, 1996, as amended at 66 FR 49317, Sept. 27, 2001]

### 452.224-70 Confidentiality of Information.

As prescribed in 424.104, insert a clause substantially as follows:

#### CONFIDENTIALITY OF INFORMATION (FEB 1988)

(a) Confidential information, as used in this clause, means—

(1) information or data of a personal nature, proprietary about an individual, or (2) information or data submitted by or pertaining to an organization.

(b) In addition to the types of confidential information described in (a)(1) and (2) above, information which might require special consideration with regard to the timing of its disclosure may derive from studies or research, during which public disclosure of primarily invalidated findings could create an erroneous conclusion which might threaten public health or safety if acted upon.

(c) The Contracting Officer and the Contractor may, by mutual consent, identify elsewhere in this contract specific information and/or categories of information which the Government will furnish to the Contractor or that the Contractor is expected to generate which is confidential. Similarly, the Contracting Officer and the Contractor may, by mutual consent, identify such confidential information from time to time during the performance of the contract. Failure to agree will be settled pursuant to the "Disputes" clause.

(d) If it is established that information to be utilized under this contract is subject to the Privacy Act, the Contractor will follow the rules and procedures of disclosure set forth in the Privacy Act of 1974, 5 U.S.C. 552a, and implementing regulations and policies, with respect to systems of records determined to be subject to the Privacy Act.

(e) Confidential information, as defined in (a)(1) and (2) above, shall not be disclosed without the prior written consent of the individual, institution or organization.

(f) Written advance notice of at least 45 days will be provided to the Contracting Officer of the Contractor's intent to release findings of studies or research, which have the possibility of adverse effects on the public or the Federal agency, as described in (b) above. If the Contracting Officer does not pose any objections in writing within the 45 day period, the Contractor may proceed with disclosure. Disagreements not resolved by the Contractor and Contracting Officer will be settled pursuant to the "Disputes" clause.